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DIGEST OF OTHER RECENT VIRGINIA DECISIONS.

(Head notes prepared by M. P. Burks, State Reporter.)

BOISSEAU V. FULLER AND OTHERS.—Decided at Wytheville, June 9, 1898.—*Harrison, J.* Absent, *Riely* and *Cardwell, JJ.*:

1. **LEASE**—*Concluded contract*—*Formal papers to be executed in future.* Words of present demise will generally make an actual lease, if no future or more formal document appears to have been intended. If the parties are fully agreed there is a binding contract, notwithstanding the fact that a formal contract is to be prepared and signed. If, though fully agreed, they do not intend to be bound until a formal contract is prepared and executed, then there is no contract, and the fact that a formal contract is to be executed is strong evidence to show that they do not intend the previous negotiations to amount to an agreement. It is a question of intention. An agreement signed by the parties which designates the property to be leased, the price to be paid, and the duration of the term, but concludes: "The above to be covered by a regular lease subject to approval by all parties," is not a concluded contract, but merely an executory agreement for a lease.

ROBINSON'S ADM'R V. DININNY.—Decided at Wytheville, June 9, 1898.—*Buchanan, J.* Absent, *Riely* and *Cardwell, JJ.*:

1. **MASTER AND SERVANT**—*Safe place to work*—*Duty of master*—*Risks assumed by servant*—*Case at bar.* It is the duty of a master to use ordinary care and diligence to provide a reasonably safe place in which his servant is to work, considering the character of the work to be done, and for failure to do so he is liable for resulting injuries to the servant. The servant, however, assumes all the ordinary risks of the service in which he is engaged. He also, as a general rule, assumes all risks from causes which are known to him, or which should be readily discoverable by a person of his age and capacity in the exercise of ordinary care. In the case at bar the method of doing the work was inhuman, there was a safer and better way to do it, and it was folly in the servant to engage in it, but the danger was open and obvious and there can be no recovery against the master for the injuries to the servant.

CITY OF NORFOLK V. NOTTINGHAM AND OTHERS.—Decided at Wytheville, June 9, 1898.—*Keith, P.*:

1. **DEDICATION OF LAND FOR STREETS**—*Acceptance*—*Revocation of dedication.* Although there may have been a sufficient dedication of land to a public road or street, acceptance in some form by the public is necessary to establish the right in the public. The dedication, however, whether express or implied, may be revoked before it has been accepted by competent authority, or others have, upon the faith of it, been induced so to act as to render its revocation unjust.

2. **SALE OF LOTS BY A MAP.**—*Rights of purchasers in streets*—*Rights of third persons.* The sale of lots according to a map vests in the purchasers the right to